

POWDERSVILLE WATER DISTRICT WATER USE AGREEMENT

This agreement, between Powdersville Water District, a special purpose district, organized and existing under and by virtue of the laws of the State of South Carolina, hereinafter called the "PWD" and _____, a customer of PWD hereinafter called the "User".

WHEREAS, the User, desires to purchase water for domestic, business, or other uses from PWD, and to enter into a Water Users Agreement as required by the Policies of PWD.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed:

PWD shall furnish, subject to the limitation hereinafter provided for, such quantity of water at the User's property located at _____.

The User shall install and maintain at his own expense a service line, beginning at his property line adjacent to the discharge side of water meter and extending to his dwelling or building to be served.

The User's service line shall connect with the distribution system of PWD at the nearest practical and permitted location of desired use by the User, provided that PWD has determined in advance that the water system is of sufficient capacity to permit delivery of water at that point.

The User expressly agrees to purchase water from PWD through PWD's water meter at line pressure. It shall be the User's responsibility to reduce the pressure on his side of the water meter if same is desired and/or required. Any pressure reducing devices owned by the User shall be located on the User's property and PWD will not be responsible for such devices. PWD assumes no responsibility for excessive or decreased pressure or pressure related damage caused by ground elevation changes in the User's system.

The User shall pay for water at such rates, times and place as shall be determined by the policies adopted by the Board of Directors of PWD. The User shall pay all fees related to water service adopted by PWD as policy. Serving more than one taxable parcel with one meter is not allowed. Serving multiple units located on one taxable parcel with one meter is not recommended. A residential service is not designed for this application.

The User agrees that he will make no physical connection between any alternative water source or any source of potential contamination and the water system of PWD. All **commercial** lawn sprinkler systems installed must be equipped with a Double Check Valve Assembly that is tested annually by a licensed certified tester. PWD may make inspections to enforce the provisions of the SCDHEC Backflow Prevention Regulations. Violations shall be grounds for termination of service.

PWD shall install a meter box cutoff valve and a water meter at each service connection. The meter location shall be in close proximity to the customers' property boundary adjacent to PWD's water distribution system. PWD reserves the right to enter customers' property to access the meter box. PWD shall have exclusive right to use such cutoff valve and water meter and to turn it on and off. PWD may refuse service to any User who tampers with a meter or other components of the metered service or for nonpayment of service.

PWD shall have final jurisdiction in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Users in the event of a water shortage; may shut off the water to a User who allows a connection or extension to be made to his service line for the purpose of supplying water to another User.

